#### Quasi-Public

# University of Rhode Island

**SECTION 1 - RIVIP VENDOR INFORMATION** 

**Bid/RFP Number:** 

100167A2

**Bid/RFP Title:** 

**ELECTRICAL SERVICE AND FIELD LIGHTING** 

**Bid Contact Person:** 

**PURCHASING** 

**Bid Contact Phone:** 

(401)874-2171

**Opening Date & Time:** 

10/7/2015 3:00 PM

RIVIP Vendor ID #:

893

Vendor Name:

E. W. Audet & Sons, Inc.

Address:

169 Bay Street

Telephone:

4014673510

Fax:

4017818820

E-Mail:

jack@ewaudet.com

**Contact Person:** 

John Osowa, Jr.

Title:

President

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.state.ri.us. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

#### **Submission Information**

Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that vendor understands and has complied with the requirements set forth.

Vendor's Signature: I/we certify that he above vendor information is correct and complete.

Data October 7, 2015

John Osowa, Jr. - President

Print Name and Title of company official signing offer

Revised: 11/25/2002

# THE UNIVERSITY OF RHODE ISLAND

DIVISION OF ADMINISTRATION AND FINANCE

PURCHASING DEPARTMENT

10 Tootell Road, Sulle 3, Kingston, RI 02881 USA p: 401.874.2171

f: 401.874.2308



# **BID/PROPOSAL**

COMMODITY:	ELECTRICAL SERVICE	E AND FIELD LIGHTIN	<u>{G</u> I	DATE:	9/16/2015	, , , , ,
FORMAL BID NO.	PUBLIC	C BID NO. <b>100167</b>	F	EFP NO.		
BIDS ARE TO BE R	ECEIVED IN URI PURCHAS	ING DEPARTMENT BY:	DATE: _	10/7/2015	TIME:	3:00 PM
BUYER: TRACEY	ANGELL/msc	SURETY REQUIRE	D: YES:_	Х	NO:	
PRE-BID/PROPOS	AL CONFERENCE:	DATE: 9/25/2015	TIME:	1:30 PM		•
	MANDATORY:	YES: X	NO:_			
LOCATION:	URI Office of Capital Project Meet in the 1st floor confere					s Road.
	DRMATION SHOWN BELOW YER IDENTIFICATION NUM		ED.			
COMPANY NAME:	E.W. Audet & Sons,	Inc.	FEIN:	05 - 031265	8	
STREET AND NUME	BER: 169 Bay St	reet				
CITY, STATE & ZIP	CODE: Providence	, RI 02905				
ORDERING E-MAIL	ADDRESS: jack@ewaude	et.com				
No off	er will be considered t	that is not accompa	nied by th	e attached		
	rsity of Rhode Island	-	·		r	
<u>compl</u>	<u>eted</u> and <u>signed</u> by the	offeror.				
	r - President			3510/401.78		
Print Name and Title	) (	<u></u>	Telephone N	umber/Facsimile 1	Number	
	(D. V.C.)	October 7, 2015		05 - 03126	58	
Signature		Date	C	ompany F.E.I.N.		

# THIS BID WILL NOT BE HONORED UNLESS SIGNED

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action,

#### University of Rhode Island Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

#### **Rules for Submitting Offers**

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the Information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the University of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at <a href="https://www.purchasing.ri.gov">www.purchasing.ri.gov</a>, Solicitation Opportunities +, Other Solicitation Opportunities or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am – 3:30 pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the Information is not available on the RIVIP.

Award will be made the to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: www.ribghe.org/procurementregs113006.pdf and www.purchasing.ri.gov.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at <a href="https://www.purchasing.ri.gov">www.purchasing.ri.gov</a>.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the Issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <a href="http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx">http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx</a>

## ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):
N 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.
N 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
N_3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
Y 4 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.
Y 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.
Y_6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.
Y7 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.
Y8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
$\underline{\underline{Y}}$ 9 l/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
Y10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ( <a href="http://www.purchasing.ri.gov">http://www.purchasing.ri.gov</a> ) and the Board of Governors Website ( <a href="http://www.purchasing.ri.gov">www.ribghe.org/procurementregs113006.pdf</a> ) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.
Y11 l/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
$n/a$ _12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category:
$\underline{\underline{Y}}$ _13 l/we certify that the above information is correct and complete.
IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 – 11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.
Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.
Vendor's Signature:  (Person Authorized to enter(into contracts; signature must be in ink)  John Osowa, Jr. – President  Print Name and Title of Company official signing offer Telephone Number

Revised: 8/25/14

#### Standard Contract Document - URI Bid

**Tibbets Athletic Fields** 

URI Project No. KC.M.MISC.2010.005

#### **DOCUMENT 00410 - BID FORM**

Date:

9/16/15

To:

University of Rhode Island, Purchasing Office

10 Tootell Road, Kingston, RI 02881

Project:

Electrical Service and Field Lighting at Tibbits Field

University of Rhode Island, Kingston Campus

Submitted by: (include address,

E.W. Audet & Sons, Inc.

169 Bay Street

Providence, RI 02905

tel. & FAX nos..

P: 401.467.3510/F: 401.781.8820

and license no. if applicable)

State of RI - Electrical Corporation: #AC001320

1. BID

Having examined the Place of The Work and all matters referred to in the Bid Documents and in the Contract Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Three Hundred, Thirty-Four Thousand,

Seven Hundred & Fifty Dollars

(\$ <u>334,750.00</u>

(written, and

numerically)

**Tibbets Athletic Fields** 

URI Project No. KC.M.MISC.2010.005

• We have included the specified Allowances from Section 01200 in Division 1 of the Specifications in the above Bid sum as follows:

		Total	\$22,000.00
3.	Material Testing		\$2,000.00
2.	Utility		\$10,000.00
1.	Rock Excavation		\$10,000.00

- We have included the required Bid security in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.
- We agree to comply with all requirements of RI General laws including those requiring prevailing wages and apprenticeship hours.
- 2. ALTERNATES

None

3. UNIT PRICES

None

Bid No. 100167

Standard Contract Document - URI Bid

**Tibbets Athletic Fields** 

URI Project No. KC.M.MISC.2010.005

4, ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

Proceed under the Agreement, subject to compliance with required State regulatory agency

approvals as described in the Bid Documents.

- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.

Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the

required Bonds, the security deposit shall be forfeited to the Owner by reason of our failure, limited in

amount to the lesser of the face value of the security deposit or the difference between this bid and the

bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be

returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a

mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Work within 180 calendar days (no

winter shut-down) from the receipt of the Notice of Intent to Award. The Contractor shall complete the

install of underground conduit and light foundations by December 31, 2015. We have included all

premium time or additional staffing required to accommodate this schedule.

6. LIQUIDATED DAMAGES

Time is of the Essence: If we fail to achieve certification of Substantial Completion at the expiration of

the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated

Damages for each calendar day the project continues to be in default of Substantial Completion, as

follows:

\$ 250.00 per calendar day.

Rev. September 30, 2015

Rev. 1/2/14

August 11, 2015

Addendum No. 2 BID FORM 00410-3

**Tibbets Athletic Fields** 

URI Project No. KC.M.MISC.2010.005

#### 7. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: AC001320

## 8. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated October 1, 15 .

Addendum No. 2, dated October 1, 15

## 9. BID FORM SIGNATURE(S)

E.W. Audet & Sons, Inc.

(Bidder's name)

Tille: John Osowa, Jr. - President

**END OF DOCUMENT** 

# **DOCUMENT 00430 - BID SECURITY FORM**

Know all men by these presents, that weE.W. Au	udet & Sons, Inc. of 169 Ba	y Street, Providence, RI
(insert n	name and address or legal title of G	Contractor)
as Principal, hereinafter called the Principal, and		
Nationwide Mutual Insurance Company		
	Automotive Control of the Control of	
(insert name and address or legal title of surety)	- a Ohio	
a corporation duly organized under the laws of the	State of Ohio	as as
Surety, hereinafter called the Surety, are held and f Documents for URI Project # Land as Obligee,	firmly bound unto the Owner as d	efined in the Contract
Documents for URI Project # as Obligee,	hereinafter called the Obligee, in	the sum of
Five Percent of the Amount of Attached		
well and truly to be made, the said Principal and the		
administrators, successors and assigns, jointly and	severany, minny by mese present	5.
Whomas the Principal has submitted a hid for		
Whereas, the Principal has submitted a bid for Tibbets Athletic Fields - URI, Kingstor	n Campus	
Project Number: URI Project No. KC.M.MI	ISC.2010.005/Public Bond #1	.00167
(insert full name, address and description of project	t)	
Now, therefore, if the Obligee shall accept the bid of	of the Principal and the Principal :	shall enter into a
Contract with the Obligee in accordance with the te		
be specified in the bidding or Contract Documents		
performance of such Contract and for the prompt per	ayment of labor and material furn	nished in the
prosecution thereof, or in the event of the failure of	f the Principal to enter such Contr	act and give such
bond or bonds, if the Principal shall pay to the Obli	igee the difference not to exceed t	the penalty hereof
between the amount specified in said bid and such	larger amount for which the Oblig	gee may in good faith
contract with another party to perform the Work co		ation shall be null
and void, otherwise to remain in full force and effect	et.	
at the total 7th to 0 of him	2015	
Signed and sealed this day ofoctober_	, 2015	
		•
E.W. Audet & Sons, Inc)		
	President	
Pringipal John Osowa, Jr.	Title	
Principal John Osowa, Jr.	- I Washington and The Control of th	
K (ILAO ILAO K ) JIJOO JAOAN	Administrative Assist	ant
Witness Katherine Sweeney	Title	
()	Nationwide Matual Insura	nce Company
Lene e M. Rosa	KU 11, 12n	$\sim$
Witness	Surety	
N .	David J. Byrne. Attorne	ev-in-Fact

END OF DOCUMENT

# Nationwide Mutual Insurance Company

Surety Administrative Office: 7 World Trade Center, 37<sup>th</sup> Floor 250 Greenwich Street New York, NY 10007-0033 1-888-800-0147 • Fax (480) 905-5454

### **Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

## Denise A. Chianese, Charles A. Byrne, David J. Byrne

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

#### Unlimited

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the product of June . 2015

Craig E. Landi, Senior Vice President of Nationwide Mutual Insurance Company



#### ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

FAYE V. STORCH

Notary Public - State of New York Notary Public - 0.1ST6286622 My Commission Explication Assau County My Commission Explice July 29, 2017

#### CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Craig E. Landi was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this

ay of October, 2015

Assistant Secretary